

REMARKS

This is a full and timely response to the outstanding final Office Action mailed December 31, 2007. Reconsideration and allowance of the application and pending claims are respectfully requested.

I. Claim Rejections - 35 U.S.C. § 101

Claims 11 and 13-20 have been rejected under 35 U.S.C. § 101 as being drawn to non-statutory subject matter. In response, Applicant has amended the claims to recite a "computer-readable medium" instead of a "program product", as suggested by the Examiner. In view of those amendments, Applicant respectfully requests that the rejections be withdrawn.

II. Claim Rejections - 35 U.S.C. § 103(a)

As has been acknowledged by the Court of Appeals for the Federal Circuit, the U.S. Patent and Trademark Office ("USPTO") has the burden 35 U.S.C. § 103 to establish obviousness by showing objective teachings in the prior art or generally available knowledge of one of ordinary skill in the art that would lead that individual to the claimed invention. *In re Fine*, 837 F.2d 1071, 1074, 5 U.S.P.Q. 2d 1596, 1598 (Fed. Cir. 1988). The key to supporting an allegation of obviousness under 35 U.S.C. § 103 is the clear articulation of the reasons why the Examiner believes that claimed invention would have been obvious. See MPEP § 2141. As stated by the Supreme Court, "[r]ejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational

underpinning to support the legal conclusion of obviousness." *KSR v. Teleflex*, 550 U.S. at ___, 82 USPQ2d at 1396 (quoting *In re Kahn*, 441 F.3d 977, 988, 78 USPQ2d 1329, 1336 (Fed. Cir. 2006)) .

Applicant respectfully submits that the Examiner has not established that Applicant's claims are obvious in view of the prior art. Applicant discusses those claims in the following.

A. Rejection of Claims 1, 3, 4, 9, 11-14, 19, 21, 22, 27, and 29-32

Claims 1, 3, 4, 9, 11-14, 19, 21, 22, 27, and 29-32 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Roztocil, et al.* ("Roztocil," U.S. Pub. No. 2001/0044868) in view of *Schorr, et al.* ("Schorr," U.S. Pat. No. 6,608,697). Applicant respectfully traverses.

Applicant's claim 1 provides as follows:

1. A method of managing workflow in a commercial printing environment including a designer location and a print service provider location, said method comprising:

creating at the designer location a print job to be printed by the print service provider location;

creating a job ticket at the designer location that identifies selected production devices of the print service provider to be used to process said print job and processing instructions for the print service provider location;

creating a press ready file at the designer location that encompasses both said print job and said job ticket;

submitting said press ready file to the print service provider location via an electronic network;

an automated preflight module performing an automated preflight check of said press ready file at the print service provider location by automatically opening, reading, and interpreting said job ticket to confirm that the selected production devices identified in said job ticket are available and, if one or more of the selected production devices are not available, automatically selecting one or more alternative production devices to process said print job to ensure production substantially as designed;

an automated prepress rework module performing an automated prepress rework of said print job to address any changes in selection of production devices at the print service provider location after performance of the preflight check by automatically reformatting said print job for any newly selected production devices to ensure production substantially as designed; and

performing at least one of automated printing, finishing, packaging and shipping at the print service provider.

In the Office Action, it is alleged that Roztocil discloses all of the subject matter of claim 1 except for the “automated preflight module” limitation. Applicant respectfully disagrees.

1. Creating a Job Ticket at the Designer Location

As an initial matter, Applicant notes that Roztocil does not disclose “creating a job ticket at the designer location that identifies selected production devices of the print service provider to be used to process said print job and processing instructions for the print service provider location”. First, Applicant disagrees with the Examiner’s position expressed on page 2 of the final Office Action that Figure 1 shows a designer location.

To the contrary, Roztocil explicitly states that Figure 1 illustrates a “print shop,” which may be said to comprise a print service provider location. Specifically, Roztocil states:

Referring now to FIG. 1, there is shown a flow diagram illustrating the production work flow 100 in a typical production print shop such as a commercial high volume copy or print shop.

Roztocil, paragraph 0020, lines 1-4 (emphasis added). Furthermore, Roztocil states:

FIG. 1 further depicts a typical computer network 112 for use in a print shop. In a typical digital print shop, there will be a network 112 of computer work stations 114, 116, servers 118, 120 and high volume output devices 122 which make up the computer network 112.

Roztocil, paragraph 0021, lines 1-5 (emphasis added). Therefore, the Examiner’s “interpretation” that a designer location is depicted in Figure 1 on the “client side” of the figure contradicts Roztocil’s explicit disclosure. Applicant further notes that the meaning of the term “designer location” as being a location separate from such a print shop is clear both from the fact that Applicant separately claims a “designer location” and a “print service provider location” and from Applicant’s disclosure, which must be consulted when interpreting claim limitations. *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 34 USPQ2d 1321 (Fed. Cir. 1995)(in banc), *aff’d*, 517 U.S. 370, 38 USPQ2d 1461 (1996) (“Claims must be read in view of the specification, of which they are a part”). Moreover, Applicant notes that there is no suggestion within the Roztocil reference, or the Schorr reference, for enabling the document designer to create a job ticket. Specifically, all actions in relation to preparation for printing, including the creation of a job ticket, are

tasks that are performed at the print shop by the print shop equipment and/or its operators. The designer, or "client," merely submits documents to the print shop for printing. No greater role for the client is contemplated by Roztocil. See *Roztocil*, paragraphs 0020-0026.

In view of the fact that Figure 1 shows a print shop and not a "designer location", it follows that paragraphs 0022 and 0023, which pertain to Figure 1 and which were cited by the Examiner, do not in fact disclose creating a job ticket "at the designer location".

As a further matter regarding the limitation "creating a job ticket at the designer location that identifies selected production devices of the print service provider to be used to process said print job and processing instructions for the print service provider location", Applicant notes that Roztocil also does not disclose a job ticket that "identifies selected production devices", whether the ticket be created at a designer location or otherwise. In regard to paragraphs 0046 and 0047, which were relied upon by the Examiner, neither paragraph states that a job ticket identifies the production devices that will be used. In paragraph 0046, Roztocil merely indicates that job tickets can be used. In paragraph 0047, Roztocil states that documents can be assigned to particular devices by selecting, clicking, and dragging. Therefore, Roztocil does not in fact disclose a job ticket identifying production devices.

2. Creating a Press Ready File at the Designer Location

In the Office Action, it is also alleged that Roztocil discloses "creating a press ready file at the designer location that encompasses both said print job and said job ticket". For support, the Examiner identifies paragraphs 0022, 0023, 0028 of the Roztocil disclosure.

In reply, Applicant notes that although Roztocil mentions a "ready for printer file" that includes the data to be printed and "printer control instructions" in paragraph 0028, Roztocil does not indicate that the ready for printer file is created "at the designer location". Turning to paragraphs 0022 and 0023, Applicant notes that those paragraphs merely speak of a customer, which the Examiner is treating as the claimed "designer", submitting a job without submitting any job ticket. For example, in paragraph 0023, Roztocil states:

Job submission 104 is the receipt of the job by the print shop and the entering of the job into the print shops production system or workflow. Typically the instructions from the customer will be written down on a special form, known as a "ticket" or "job ticket".

Roztocil, paragraph 0023, lines 5. Clearly, the customer submits one or more documents to the print shop as a "job," and the print shop then generates an appropriate job ticket. Again, the customer in Roztocil's system merely submits documents for printing. No greater role for the customer is contemplated by Roztocil. *See Roztocil*, paragraphs 0020-0026.

3. Automatically Reformatting a Print Job for Newly Selected Production Devices

The Examiner further argues that Roztocil discloses "an automated prepress rework module performing an automated prepress rework of said print job to address any changes in selection of production devices at the print service provider location after performance of the preflight check by automatically reformatting said print job for any newly selected production devices to ensure production substantially as designed". In support of that argument, the Examiner relies upon paragraphs 0030 and 0031 of the Roztocil disclosure.

Beginning with paragraph 0030, Roztocil describes various modifications that can be made to a customer's documents. In that description, however, Roztocil never states that the modifications are "automatic" or that they are performed relative to a "newly selected production device". Instead, Roztocil makes multiple references to an "operator" (i.e., human being) at the print shop that makes the modification and Roztocil the modifications relate to errors in the documents and the like, and not to device changes. Indeed, Roztocil is silent as to such device changes in paragraph 0030.

Regarding paragraph 0031, although Roztocil mentions load balancing relative to available devices, Roztocil says nothing about reformatting documents based upon the device that is chosen to process a job. For all the reader knows, all of Roztocil's devices are the same make and model and have the same configurations, in which case no such reformatting would be necessary regardless of which device were used to process the job.

4. Automatically Opening, Reading, and Interpreting a Job Ticket and Automatically Selecting an Alternate Production Device

In the Office Action, the Examiner admits that Roztocil does not disclose "an automated preflight module performing an automated preflight check of said press ready file at the print service provider location by automatically opening, reading, and interpreting said job ticket to confirm that the selected production devices identified in said job ticket are available and, if one or more of the selected production devices are not available, automatically selecting one or more alternative production devices to process said print job to ensure production substantially as designed". However, the Examiner argues that Schorr discloses in column 6, lines 41-65 the action of "automatically opening, reading, and interpreting" a job ticket and "automatically selecting" an alternative production device. Applicant respectfully disagrees.

In column 6, lines 41-65, Schorr describes an analyzer 111 that works in conjunction with a printer profile database 115. Missing from that portion of Schorr's disclosure, however, is a description of the analyzer 111, or another component, "opening, reading, and interpreting" a job ticket. Applicant notes that the "printer profiles" that Schorr discusses pertain to attributes of available printers, not a print job. Therefore, the profiles are not job tickets.

5. Conclusion

In view of the foregoing, Roztocil and Schorr do not disclose, as suggested by the Examiner, all of the limitations of independent claim 1. Applicant therefore respectfully submits that the rejections of claim 1 and its dependents should be withdrawn. Applicant

further submits that independent claim 11 and its dependents are allowable for similar reasons.

B. Rejection of Claims 7-10 and 17-20


Claims 7-10 and 17-20 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Roztocil* and *Schorr* in view of *Stewart, et al.* ("Stewart," U.S. Pat. No. 6,714,964). Applicant respectfully traverses the rejection.

As identified above, *Roztocil* and *Schorr* do not teach aspects of Applicant's claims. In that *Stewart* does not remedy the deficiencies of the *Roztocil* and *Schorr* references, Applicant respectfully submits that claims 7-10 and 17-20 are allowable over the *Roztocil/Schorr/Stewart* combination for at least the same reasons that claim 1 and 11 are allowable over *Roztocil/Schorr*.

CONCLUSION

Applicant respectfully submits that Applicant's pending claims are in condition for allowance. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned attorney at (770) 933-9500.

Respectfully submitted,



David R. Risley
Registration No. 39,345